

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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RONARD LORA, HUGO RIVERA, MARCO
ANTONIO DIAZ, MELVIN LORA, EDUARDO
LORA, GIOVANNI PAULINO, JOSE RODRIGUEZ,
and JOSE RODOLFO RODRIGUEZ-TINEO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

- against -

J.V. CAR WASH, LTD., BROADWAY HAND
CARWASH CORP., WEBSTER HAND CAR
WASH CORP., HARLEM HAND CAR WASH
INC., BAYWAY HAND CAR WASH CORP.,
JOSE VAZQUEZ, SATURNINO VARGAS, JOSE
JIMENEZ, RAMON PEREZ, DOMINGO "DOE,"
ADOLFO FEDERUS, originally sued as ADOLFO
"DOE," and JOHN DOES 1-10,

Defendants.
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Index No. 11-CV-9010 (LLS)

ECF CASE

CLASS ACTION

Civil Action

Jury Trial Demanded

**AFFIDAVIT OF
GIOVANNI PAULINO**

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

GIOVANNI PAULINO, being duly sworn, deposes and says:

1. I am one of the Plaintiffs in this action. I have personal knowledge of the facts contained in this Affidavit.
2. I am making this Affidavit in response to statements that my former employer, the Defendant Jose Vazquez, has made in his September 5, 2013 affidavit to the Court. Many of Mr. Vazquez's statements in his Affidavit are false.
3. I know that Mr. Vazquez owns both Broadway Hand Car Wash ("Broadway"), which I understand to be the "business name" of J.V. Car Wash Ltd. ("J.V. Car Wash/Broadway"), and Bayway Hand Car Wash ("Bayway"), because I worked for him and the other Defendants at both locations. From approximately February 11, 2008, through approximately June 5, 2012, I worked for Mr. Vazquez and the other Defendants at J.V. Car Wash/Broadway. I also worked one month during this time period (in December 2011) at

Bayway. I worked washing, cleaning, drying and/or detailing cars, trucks and other vehicles at both locations.

4. Both J.V. Car Wash/Broadway and Bayway are full-service car washes. While the most basic service that a customer can purchase is a simple car wash, a customer who comes to either of these car washes can easily see the “menu” of services that are available, which include vacuuming, shampooing, waxing and detailing. The “menu” is posted on a large sign at the front of the entrance to each of the car washes, so that customers can read the sign from the street.

5. I also know that Mr. Vazquez owns two other car wash businesses, Webster Hand Car Wash (“Webster”) and Harlem Hand Car Wash (“Harlem”), because I have had many conversations with other individuals (including men who are Plaintiffs in this lawsuit, and men who are not in this lawsuit) who worked for Mr. Vazquez at Webster and at Harlem.

6. I also have been to Mr. Vazquez’s car wash locations at Harlem and at Webster. I know from personal observation that both of these locations also offer a “menu” of services to Mr. Vazquez’s customers. These services include vacuuming, shampooing, waxing and detailing.

My Work History for the Defendants.

7. At approximately 7:00 p.m. in the evening on February 10, 2008, I approached Defendant Saturnino Vargas, whom I knew to be the manager at J.V. Car Wash/Broadway, and asked him if there were any job openings at the car wash. Mr. Vargas told me that he needed people to work at the car wash location in New Jersey, which I later learned was the Bayway location.

8. As I was speaking with Mr. Vargas, a white Ford minibus/van arrived at J.V. Car Wash/Broadway and parked alongside the building. I saw people getting out of the white Ford minibus/van, one of whom came over to speak with Mr. Vargas. I learned that this person was the manager of Bayway, whom Mr. Vargas called by his nickname. I later learned that his name was Ramon Perez. Mr. Perez spoke with me about taking me to work at Bayway in New Jersey. Both Mr. Vargas and Mr. Perez asked me if I had any experience washing cars. I told them that I had worked washing cars in the Dominican Republic. Mr. Vargas told me to come to the J.V. Car Wash/Broadway location at 7:00 a.m. the next morning.

9. The next day, February 11, 2008, I did not arrive at J.V. Car Wash/Broadway until about 7:30 a.m. Mr. Vargas told me that Mr. Perez and the other workers had already left to go to Bayway in New Jersey. Mr. Vargas told me to start working there at J.V. Car Wash/Broadway. Mr. Vargas never asked me to fill out a W-4 form. Mr. Vargas never asked me to show him a photo "ID" card.

10. From approximately February 11, 2008, through approximately July 2008, I worked from 7:30 a.m. to 7:30 p.m., six days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$50.00 per day. I received this money in cash from Marcos Urena, a senior employee who distributed the money to the other employees at Mr. Vargas' direction.

11. Even though my regularly scheduled hours began at 7:30 a.m. each day, I regularly was at work by 7:00 a.m., to start preparing for my workday.

12. From approximately August 2008, through approximately July 2009, I worked from 7:30 a.m. to 7:30 p.m., five days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$50.00 per day. I received this money in cash from Mr. Urena.

13. From approximately August 2009, through approximately July 2010, I worked from 7:30 a.m. to 7:30 p.m., five days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$60.00 per day. I received this money in cash from Mr. Urena.

14. From approximately August 2010, through approximately April 2011, I worked from 7:30 a.m. to 7:30 p.m., three days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

15. From approximately May 2011, through approximately November 2011, I worked from 7:30 a.m. to 7:30 p.m., five days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

16. Beginning in approximately June 2011, I rented a room from Mr. Vargas in his basement apartment at 57 Vermilyea Avenue, New York, New York, which is a few blocks away from J.V. Car Wash/Broadway. Mr. Vargas' basement apartment had four bedrooms, so he

regularly rented rooms in his apartment to employees at J.V. Car Wash/Broadway. Mr. Vargas used to schedule extra work hours for me and for the other workers who lived in his apartment, so that we would have extra money to be able to pay him for the rooms we rented from him. During the time that I lived in Mr. Vargas' apartment, Melvin Lora and Eduardo Lora also lived there, as did Mr. Vargas' wife, his son and several of his grandchildren. I lived in Mr. Vargas' apartment with him, his wife, his son, his grandchildren, Melvin Lora and Eduardo Lora until approximately February 2012.

17. During the time that I worked at J.V. Car Wash/Broadway from approximately February 11, 2008 through approximately November 2011, I regularly saw Mr. Perez arrive at the J.V. Car Wash/Broadway in his own car. Mr. Perez left his car at J.V. Car Wash/Broadway, and usually drove the white Ford minibus/van with the other workers to Bayway in New Jersey. On the days that Mr. Perez had off from work (usually Wednesday and Thursday), I regularly saw the white Ford minibus/van being driven by another worker, Francisco Maldonado.

18. During the time that I worked at J.V. Car Wash/Broadway from approximately February 11, 2008 through approximately November 2011, I regularly saw the white Ford minibus/van with Mr. Perez and the other workers leave from J.V. Car Wash/Broadway at approximately 7:10 a.m. in the morning, and return to J.V. Car Wash/Broadway around 7:00 p.m. in the evening. The white Ford minibus/van was kept parked overnight alongside the car wash building at J.V. Car Wash/Broadway.

19. In the evenings, after the white Ford minibus/van returned to the J.V. Car Wash/Broadway location at approximately 7:00 p.m., I spoke with the other employees who had spent their day working at Bayway. We talked about the work that we had all done that day at the car washes in New York and New Jersey.

20. At the beginning of December 2011, Francisco Maldonado, the employee who usually drove the white Ford minibus/van between J.V. Car Wash/Broadway and Bayway two days a week, went on vacation to the Dominican Republic. Mr. Vargas told me that I would have to drive the white Ford minibus/van two days a week between J.V. Car Wash/Broadway and Bayway, until Francisco Maldonado came back. Mr. Vargas told me that once I had arrived at Bayway in the morning, I should work there until the usual closing time of 6:00 p.m., and then I should drive the white Ford minibus/van with the other employees back to J.V. Car Wash/Broadway.

21. For that reason, during the month of December 2011, I worked from 8:00 a.m. to 6:00 p.m., two days a week (usually, Wednesday and Thursday), at Bayway. During the month of December 2011, Bayway typically paid me an average of approximately \$45.00 per day. I received this money in cash from Mr. Perez's assistant, whom I only knew by his nickname of "Panda."

22. During the month of December 2011, I also continued to work from 7:30 a.m. to 7:30 p.m., three days a week, at J.V. Car Wash/Broadway. During the month of December 2011, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

23. From approximately January 2012, through approximately February 12, 2012, I worked from 7:30 a.m. to 7:30 p.m., four days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

24. Between approximately mid-February 2012 and early April 2012, I did not work for the Defendants.

25. From approximately April 10, 2012, through approximately May 11, 2012, I worked from 7:30 a.m. to 7:30 p.m., four days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

26. On or about May 12, 2012, Mr. Vargas told me that Mr. Vazquez had instructed him to reduce my work schedule to three days a week because I was suing the company.

27. From approximately May 12, 2012, through approximately June 2, 2012, I worked from 7:30 a.m. to 7:30 p.m., three days a week, at J.V. Car Wash/Broadway. During this time period, J.V. Car Wash/Broadway typically paid me approximately \$70.00 per day. I received this money in cash from Mr. Urena.

28. I worked from 7:30 a.m. to 7:30 p.m., on June 3, 2012, at J.V. Car Wash/Broadway, for which I was paid approximately \$70.00. I received this money in cash from Mr. Urena.

29. On or about June 5, 2012, Mr. Vargas told me by telephone that Mr. Vasquez had instructed him to terminate my employment because I was suing the company.

Mr. Vazquez's Businesses Are Not Local.

30. As I described, during December 2011, I drove the white Ford minibus/van between J.V. Car Wash/Broadway and Bayway two days a week. I brought Mr. Vazquez's employees from New York into New Jersey in the morning; worked there at Bayway with these other employees during the day; and then drove these employees from New Jersey back to J.V. Car Wash/Broadway in New York in the evening.

31. I also knew, starting from the time that Mr. Vargas first hired me in February 2008, until he fired me at Mr. Vazquez's instructions in June 2012, that workers were driven in the white Ford minibus/van from J.V. Car Wash/Broadway in New York to work at Bayway in New Jersey on a daily, round-trip basis.

32. Throughout the time that I worked at J.V. Car Wash/Broadway in New York, I saw products being used there that were manufactured by a company called "Aura." Specifically, I saw plastic tanks of the products manufactured by Aura being attached by hoses to the car wash equipment that used at J.V. Car Wash/Broadway. These products were drawn from the tanks through the equipment, and sprayed onto the cars that were being cleaned at J.V. Car Wash/Broadway.

33. Throughout the time that I worked at J.V. Car Wash/Broadway, I regularly saw cars with license plates that were not from New York being washed, cleaned, dried and/or detailed at J.V. Car Wash/Broadway. Specifically, I saw different cars with Connecticut, New Jersey, Kentucky and Pennsylvania license plates being washed, cleaned, dried and/or detailed at J.V. Car Wash/Broadway. I saw cars with license plates that were not from New York being washed, cleaned, dried and/or detailed at J.V. Car Wash/Broadway several times every week. I also regularly washed, cleaned, dried and/or detailed cars with license plates that were not from New York at J.V. Car Wash/Broadway.

34. During the time that I worked at Bayway in New Jersey in December 2011, I regularly saw cars with license plates that were not from New Jersey being washed, cleaned, dried and/or detailed at Bayway. Specifically, I saw different cars with New York license plates being washed, cleaned, dried and/or detailed at Bayway. I also regularly washed, cleaned, dried and/or detailed cars with New York license plates at Bayway.

35. I never had my own business detailing cars at J.V. Car Wash/Broadway or at Bayway. I worked for Mr. Vazquez. At J.V. Car Wash/Broadway, I always followed the

instructions of Mr. Vargas, the manager. At Bayway, if Mr. Perez was not there, I always followed the instructions of Panda, who was Mr. Perez's assistant.

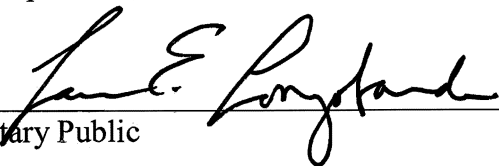
36. I am not a "shiftless liar" or a "hooligan," as Mr. Vazquez has called me in his Affidavit. I never threatened or intimidated Mr. Vazquez, Mr. Vargas, or Mr. Perez, or any of the other workers, or any of the customers, at J.V. Car Wash/Broadway or at Bayway. I worked hard for Mr. Vazquez and his businesses. In return, he did not pay me a minimum wage, and he did not pay me overtime for all the hours that I worked for him. I have brought this lawsuit in federal court in order to recover what Mr. Vazquez and his businesses owe me.

37. For these reasons, I respectfully request that the Court deny the Defendants' motion to dismiss this lawsuit, and allow this lawsuit to proceed to trial.

38. This Affidavit has been interpreted for me in Spanish, and I understand its content fully.


GIOVANNI PAULINO

Sworn to before me this 17th day
of September, 2013


Notary Public

LAURA E. LONGOBARDI
Notary Public, State of New York
No. 02LO4945100
Qualified in Westchester County
Commission Expires Dec. 12, 2014